

2008 CITY OF SAN JOSE - MEF NEGOTIATIONS SUMMARY OF TENTATIVE AGREEMENT

PERIOD OF MEMORANDUM OF AGREEMENT

Term: July 1, 2008 to June 30, 2011

WAGES

- **3.75%** general wage increase effective June 29, 2008.
- **1.50%** general wage increase effective June 28, 2009.
- **2.00%** general wage increase effective June 27, 2010.

SPECIAL ADJUSTMENTS

Effective with the general wage increase in the first year special adjustments for the following classifications:

Crime Data Specialists- 5%

Senior Crime Data Specialists- 5%

Buyer- 2%

Senior Buyer- 2%

Survey Field Supervisor- 2%

Adjust Contract Compliance Specialist classification to be equivalent to Analyst (0.18%)

School Safety Coordinators- 2%

PART-TIME EMPLOYEES

Effective the first payperiod of payroll calendar year 2009, each part-time employee shall be entitled to twelve (12) hours of personal leave annually. Part-time employees who start after July 1st, will receive eight (8) hours of personal leave for the year in which they were hired.

For part-time employees, a prorated amount of the educational reimbursement may be used for non-college accredited courses, continuing education units, adult education classes, workshops, membership dues in professional associations, professional licenses, and professional certificates.

Clarification that the City of San Jose Discipline Policy applies to both regular permanent (non-probationary) full-time and regular permanent (non-probationary) part-time benefited employees.

15 MINUTE INCREMENTS

Employees will now be able to report time in fifteen minute increments.

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DISCIPLINARY ACTION

Addition of language to better reflect Weingarten Rights, which states that when an employee is being interviewed and the employee reasonably believes that the investigative interview is likely to result in disciplinary action, the employee has the right to request to have a union representative present during the investigative interview.

Clarification that the only appeal process for any disciplinary action shall only be those described in the San Jose Municipal Code and the City of San Jose Discipline Policy in the City Policy Manual and are not subject to appeal through the grievance procedure of this document.

HEALTH INSURANCE

- Effective at the beginning of pay period one (1) of payroll calendar year 2009, the City pays 90% of the cost of the lowest priced plan for the employee or the employee and dependent coverage and the employee pays 10%.
- Effective January 1, 2009, co-pays for all available HMO plans shall be as follows:
 - a. Office Visit Co-pay shall be increased to \$10
 - b. Prescription Co-pay shall be increased to \$5 for generic and \$10 for brand name. (The Blue Shield HMO will continue to include \$15 non-formulary drug co-pay.)
 - c. Emergency Room Co-pay shall be increased to \$50

RETIREE HEALTHCARE

The parties agree to further discussions regarding retiree healthcare benefits during the term of the contract.

FMLA

Addition of language regarding Leave of Absence Policy, paid and/or unpaid leave of absence policy and protected leaves.

SENIORITY SECTION

Addition of a Seniority Section in the contract.

CONCERTED ACTIVITY

Clarification of language that employees may participate in informational picketing in public areas outside of regular work hours (including unpaid lunch time).

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PERFORMANCE EVALUATIONS

Clarification that the appeal/review process for performance evaluations (Key Element Review and Overall Rating Appeals) also apply to Special Performance Evaluations, in addition to Annual Performance Evaluations.

SIDE LETTERS

Incorporate current side letters into the MOA:

- EAP for Dispatchers
- Required Protective Footwear for Employees in the Classification of Animal Care Attendant

New Side Letters:

- **Wellness Program-** Prior to November 1, 2008, the City agrees to meet with MEF representatives and all other interested bargaining units, if any, to exchange information and to hear ideas and suggestions on a Wellness Program for the City.
- **Reallocation Process-** The City agrees that the current reclassification process, or a revised reclassification process, will continue during the term of this agreement unless circumstances such as the City's fiscal situation or personnel resource constraints, etc. prohibit or impede process.
- **Library Assistants-** Approximately six months prior to the end of the successor agreement between MEF and the City, the City agrees to complete a classification/compensation study for the Library Assistants. This study would include reviewing the job specification and classification title for changes, if appropriate.
- **Employee Service and Performance Pay Pilot Program (ESPPPP)-** The City and the Union agree that as of December 31, 2008, the \$500 lump sum payment for the ESPPPP shall no longer continue. Between January 1, 2009 and March 31, 2009, the City and the Union shall meet to discuss an alternate reward for ESPPPP.
- **Protected Leaves-** Prior to August 30, 2008, the City agrees to meet with MEF representatives and all other interested bargaining units, if any, to hear their ideas and suggestions on the Leave of Absence Policy revisions. The City will also provide MEF as advance notice with a revised draft of the Leave of Absence Policy by January 30, 2009.